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Retail and Education Collective Bargaining
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Collective Bargaining Agreements

10-1-1940

Palmer-McGutcheon Furniture Company, F. H. Woolworth Five and Ten Cent Store, V. J. Elmore Five and Ten Cent Store, and others and Retail Clerks International Protective Association, Local 746 (1940)

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Palmer-McGutcheon Furniture Company, F. H. Woolworth Five and Ten Cent Store, V. J. Elmore Five and Ten Cent Store, and others and Retail Clerks International Protective Association, Local 746 (1940)

Location

Jasper, AL

Effective Date

10-1-1940

Expiration Date

10-1-1941

Number of Workers

103

Employer

Palmer-McGutcheon Furniture Company; F. H. Woolworth Five and Ten Cent Store; V. J. Elmore Five and Ten Cent Store; and others

Union

Retail Clerks International Protective Association

Union Local

746

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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A G R E E M E N T

THIS AGREEMENT, made this _____ day of November, by and between _____, hereinafter called the employer, and the RETAIL CLERK'S INTERNATIONAL PROTECTIVE ASSOCIATION, by its agent, LOCAL No. 308 of Grand Junction, Colorado, hereinafter called the Union.

WITNESSETH, That for and in consideration of the mutual promises and conditions hereinafter set forth, and in order to assure and secure the mutual benefits intended to be derived by the employer and the employees under these articles of agreement, it is hereby expressly understood and agreed as follows:

SECTION 1. Party of the first part agrees to retain in their employ only members, or those if eligible, who will become members within seven (7) days from the date of their employment, of Local No. 308 RETAIL CLERK'S INTERNATIONAL PROTECTIVE ASSOCIATION.

SECTION 2. The following days are to be considered Holidays: New Years Day, Decoration Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day, and no work shall be performed on these days.

SECTION 3. Minimum rates of pay shall be as follows:

Head Fruit Man (full time)-----	\$27.50	per week
Clerk (18 months' general experience)-----	23.00	" "
Clerk (more than 6 months, and under 18 months' general experience)-----	21.00	" "
Clerk (Under 6 months' general experience)---	18.00	" "

Experienced Extra Help: The hourly rate to be computed by dividing the pay for classification of work by 55.
Example Only: Clerk classification of \$18.00 per week, or 32-4/5¢ per hour.

Courtesy Boys to each store not to exceed one for 3 regular employees.

Female Help: Under 6 months' general experience -	\$14.00	per week
" " : Over 6 months' general experience -	15.00	" "
" " : Over 18 months' general experience -	16.50	" "

Female Help to be confined to Bakery and Delicatessen Depts.

It is mutually agreed that on May 1, 1941 the Employer and the Union will open only the wage clause of the Agreement, and that the negotiations will be conducted only for a raise in wages, and in no case shall a decrease be considered in these negotiations.

SECTION 4. No member of the Union, or person eligible to membership in the Union shall be required to, or shall not work more than 55 hours per week; it is understood and agreed that the said 55 hours per week shall constitute a work week and that all wages fixed heretofore are so fixed upon the basis of a 55 hour week. A day's work shall consist of nine (9) hours to be worked within ten (10) consecutive hours, with one hour off for lunch shall constitute the work day except on Saturdays, when ten (10) consecutive hours in a period of eleven with one hour off for lunch shall constitute the work day, The said 55 hour work week shall in any event be worked in six consecutive days. A period not to exceed 30 minutes each day shall be allowed for cleanup time, but it shall not be accumulated or added to any other days work. Time and one-half shall be paid for all work performed after the specified 55 hour week and cleanup time. Inventories are classed as overtime work.

SECTION 5. Seniority shall be recognized and employees shall be employed, promoted, and laid off during slack periods, and restored to service, in accordance therewith provided they meet qualifications. No regular, married, full time employee shall be laid off in slack periods unless all extra men shall have first been laid off and the employer shall give such regular married employee the first opportunity of doing extra mans work, during such time, such married man shall be classified as an extra man.

SECTION 6. Any employee who does not own an interest in firm, concern or corporation is eligible to become a member of the Union.

SECTION 7. No employee shall have his wages reduced who may now receive more than the minimum wage called for in this agreement, nor shall his hours be lengthened, and employees shall not be reclassified to defeat the purpose of this agreement.

SECTION 8. The employer agrees to grant one consecutive week vacation with full pay to all employees covered by this agreement who have been employed for a period of one year or more.

SECTION 9. In the event that any disputes or controversies arise during the term of this agreement, the Union members will continue to work pending an adjustment of the trouble as follows:

The matter in dispute to be submitted to a committee of four, two of whom shall represent the employer and two of whom shall represent the Union. The Decision of the majority shall be final and binding. In the event of failure to reach a satisfactory decision, the committee of four shall proceed to select a fifth person to be mutually agreed upon and the decision of the majority of said committee shall be binding to the parties of this agreement, but such award shall not effect, change, alter or modify any of the terms and conditions set forth in this agreement.

SECTION 10. It is further agreed by all parties that the interest of each shall be mutually taken care of and, advanced, and that any violations of the foregoing stipulations shall be sufficient cause for the surrender of the Union Store Card.

SECTION 11. No employee shall be asked or required to make any written or verbal agreement that will conflict with this agreement.

SECTION 12. The Union Store Card is the property of the Union and is loaned to the employer for display. Said Store Card may be removed from the store by the Union for any violation of this agreement.

SECTION 13. This agreement shall go into effect on _____ and remain in effect until _____ and each year thereafter unless thirty (30) days' written notice by registered mail is given by either party prior to _____ in any succeeding year.

IN WITNESS WHEREOF, the parties named above have signed their names and affixed the signature of their authorized representatives.

RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION.

Local No. 308

Grand Junction, Colorado

(Party of the Second Part)

By Business Representative

Party of the First Part

By

Address

Address

R 14-41-65

Clerks #308
Grand Junction, Colo.
11-3-41

CONFIDENTIAL

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

October 17, 1940

Mr. H. T. Sherman, Jr.
Retail **Clerks** Int'l Protective Union #308
135 Chipeta Ave.,
Grand Junction, Colorado

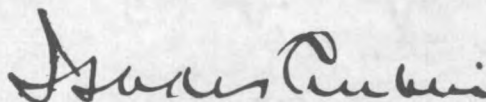
Dear Sir:

We have in our files a copy of your agreement with employers which have recently expired.

In order to keep our files of union agreements up to date, we should be grateful if you could conveniently send us a copy of your agreement which is now in effect. We shall be glad to make a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis in such a way as not to reveal the name of either party to the agreement.

We shall greatly appreciate your cooperation. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let us know.

Very truly yours,



Isador Lubin

Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

See enclosed list on reverse side of this sheet.

(If more than one employer, please list on reverse side)

Number of companies covered by agreement *Eleven*Number of union members working under terms of agreement *approximately 40*

Number of non-members working under terms of agreement

Branches of trade covered *Grocery, Bakery, Supply & Stationery store, Clothing*

Starts: 3
Date of expiration *November 3, 1940.* *Expires: Nov 3, 1941.*

Please check here if you wish the agreement --

Returned _____ Kept confidential ☒

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement. (8227)

Local

Note: The Retail Clerks¹ has 4 members working in a clothing store, Two in a Printing and Supply store, and the rest in Grocery stores.

Stores in Grand Junction, Colorado:

1. Hatcher's Grocery
144 West Main, 2nd. fl.
2. Ted's Market
527 West Main st.
3. Copeland's Grocery
525 Main st.
4. Money Saver Market
North Ave.
5. Kettig's Grocery & Market.
625 Main
6. Safeway Stores Inc.
(Three Stores in G. J.)
7. City Market.
North 4th St.
8. Valley Market
137 West Main
9. East Side Grocery & Market.
741 Main
10. Wakefield's Grocery
612 Main st.
11. Vicks Pastry Shop
562 Main

Agreement signed by:
David C. Hatcher, owner.

A. Barbours, owner

Mack Copeland, owner.

O. R. Barbours, owner.

Adolph Kettig, owner.

M. H. Kinsman, district manager.

Leo Prinster, manager and one of four Prinster Brothers-owners.

E. A. Gellmore, owner.

J. D. Moser, owner.

Mrs M. L. Wakefield, owner.

V. S. Colony, manager.

